

BILL NO. S-73-04 -16

SPECIAL ORDINANCE NO. S- 41-73

AN ORDINANCE approving Agreement with
JEWEL BUILDERS, INC. for construction
of the Woodview Manor Sanitary Sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA:

SECTION 1. The Sewer Agreement dated April 10, 1973,
between JEWEL BUILDERS, INC. as Developer, and the CITY OF FORT
WAYNE, by and through its Mayor and Board of Public Works, for
the construction of a sanitary sewer in the Woodview Manor area,
as follows:

Main Sewer

Commencing at an existing 10-inch sanitary line in the
East right of way of Hobson Road and 38 + feet North of
the centerline of proposed Timberhill Drive in Woodview
Manor; thence, Eastwardly in and along a proposed 20
foot utility easement 510 + feet to proposed Manhole
#3; thence, in a Northeasterly direction a distance of
235 + feet to Manhole #4 and the intersection of May-
berry Street; thence, Easterly in and along a 30 foot
proposed utility easement a distance of 255 + feet to
proposed Manhole #5; thence, Northeasterly a distance
of 148 + feet to Manhole #6; thence, Northerly in and
along a proposed 20 foot easement West of the right of
way line of Roseview Road a distance of 522 + feet to
Manhole #8; thence, Northeasterly in and along said
proposed easement a distance of 120 + feet terminating
at proposed Manhole #9.

Lateral #1

Commencing at proposed Manhole #2 on the above mentioned
main sanitary sewer; thence, Northerly in and along a
proposed 14 foot utility easement a distance of 300 +
feet to Manhole #1-1; thence, Easterly in and along a
14 foot proposed easement a distance of 147 + feet
terminating at a proposed cleanout.

Lateral #2

Commencing at the proposed Manhole #5 on the above men-
tioned main sanitary sewer; thence, Southeasterly in and
along a proposed 14 foot utility easement a distance of
223 + feet terminating at proposed Manhole #2-1.

Said sewers to be 8 inches in diameter.

the total cost of said sewer to be \$25,600.00 of which the
Developer agrees to pay the entire cost and expense of construc-

1
2
3
4 tion of said sewer, in cash, including City engineering and
5 inspection fees, and to hold the City harmless from any liability
6 for claims connected therewith, all as more particularly set
7 forth in said Sewer Agreement, which is on file in the office
8 of the Board of Public Works, and is by reference incorporated
9 herein and made a part hereof, is hereby in all things ratified,
10 confirmed and approved.

11 SECTION 2. That the Developer, and any owner or owners
12 of land, their successors in title and assigns, which is now or
13 may hereafter be located outside the corporate limits of the City
14 of Fort Wayne, Indiana, who taps into the sewer main covered in
15 said Agreement, or any extension thereof, shall be deemed to
16 thereby waive his, her, their or its right to remonstrate against
17 or otherwise object to, interfere with, or oppose any pending or
18 future annexation by said City of Fort Wayne, Indiana, of such
19 land or territory in which said land is located.

20 SECTION 3. This Ordinance shall be in full force and
21 effect from and after its passage and approval by the Mayor.

22
23 
24 _____
25 Councilman

26
27 APPROVED AS TO FORM
28 AND LEGALITY, _____

29 _____
30 CITY ATTORNEY
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Read the first time in full and on motion by _____, seconded by _____, and duly adopted, read the second time by title and referred to the Committee on _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 4/10/73

Sheldon W. Westerman
CITY CLERK

Read the third time in full and on motion by Stier, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

| | AYES <u>9</u> | NAYS <u>0</u> | ABSTAINED _____ | ABSENT _____ to-wit: |
|-------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| BURNS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| HINGA | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| KRAUS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MOSES | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| NUCKOLS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SCHMIDT, D. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SCHMIDT, V. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| STIER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TALARIGO | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

DATE: 4-10-73

Sheldon W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. S-41-73 on the 10th day of April, 1973.

ATTEST: (SEAL)

Sheldon W. Westerman
CITY CLERK

Winifred C. Mason Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of April, 1973, at the hour of 10:10 o'clock A. M., E.S.T.

Sheldon W. Westerman
CITY CLERK

Approved and signed by me this 11th day of April, 1973, at the hour of 3:30 o'clock P. M., E.S.T.

Don A. Teravoff
MAYOR

Bill No. S-73-04-16

REPORT OF THE COMMITTEE ON

Public Work

We, your Committee on _____ to whom was referred an Ordinance

AN ORDINANCE approving Agreement with JEWEL BUILDERS, INC. for construction of the Woodview

Manor Sanitary Sewer.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do. PASS.

James S. Stier

Eugene Kraus, Jr.

Samuel J. Talarico

William T. Hinga

Vivian G. Schmidt

James S. Stier
Eugene Kraus, Jr.
Samuel J. Talarico
William T. Hinga
Vivian G. Schmidt

DATE 4-10-73 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT, made in triplicate form this *10th* day of *April*, 1973, authorized to do business in the State of Indiana, by and between JEWEL BUILDERS, INC., a Delaware Corporation, hereinafter referred to as "DEVELOPER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

Main Sewer

Commencing at an existing 10-inch sanitary line in the East right of way of Hobson Road and 38 ± feet North of the centerline of proposed Timberhill Drive in Woodview Manor; thence, Eastwardly in and along a proposed 20 foot utility easement 510 ± feet to proposed Manhole #3; thence, in a Northeasterly direction a distance of 235 ± feet to Manhole #4 and the intersection of Mayberry Street; thence, Easterly in and along a 30 foot proposed utility easement a distance of 255 ± feet to proposed Manhole #5; thence, Northeasterly a distance of 148 ± feet to Manhole #6; thence, Northerly in and along a proposed 20 foot easement West of the right of way line of Roseview Road a distance of 522 ± feet to Manhole #8; thence, Northeasterly in and along said proposed easement a distance of 120 ± feet terminating at proposed Manhole #9.

Lateral #1

Commencing at proposed Manhole #2 on the above mentioned main sanitary sewer; thence, Northerly in and along a proposed 14 foot utility easement a distance of 300 ± feet to Manhole #1-1; thence, Easterly in and along a 14 foot proposed easement a distance of 147 ± feet terminating at a proposed cleanout.

Lateral #2

Commencing at the proposed Manhole #5 on the above mentioned main sanitary sewer; thence, Southeasterly in and along a proposed 14 foot utility easement a distance of 223 ± feet terminating at proposed Manhole #2-1.

Said sewers to be 8 inches in diameter.

in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of the City, and known as the Woodview Manor Sanitary Sewer System, Board Order # *87-72*, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the cost of the construction of said sewer is represented to be \$25,600.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SANITARY SEWER

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved

by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF OWNER

Said sewer, when accepted by the City, will serve the following described real estate:

Situated in the County of Allen, State of Indiana and in the Township of St. Joseph, and bounded and described as follows:

Commencing at the southwest corner of the northwest quarter of Section Number 29, Township 31 North, Range 13 East Allen County, Indiana, thence on an assumed bearing of North 00 degrees 00 minutes 00 seconds East 1318.70 feet along the center-line of Hobson Road, to a point on the north line of Sanibel Acres Addition as projected in a westerly direction, said point also being the southwest corner of the northwest quarter of the northwest quarter of said section 29, thence North 89 degrees 56 minutes 42 seconds East 40.0 feet to a point on the east right of way of Hobson Road, said point being the point of beginning, and being on the south line of the said northwest quarter of the northwest quarter of said section 29, said line being also the north line of the said Sanibel Acres Addition, thence North 00 degrees 00 minutes 00 seconds East 501.00 feet along the east right of way of Hobson Road thence North 89 degrees 57 minutes 00 seconds East 883.00 feet, thence North 00 degrees 00 minutes 00 seconds East 533.20 feet thence South 89 degrees 48 minutes 24 seconds East 147.00 feet, thence North 00 degrees 01 minutes 24 seconds East 256.00 feet to a point on the south right of way line of Stellhorn Road (State Road Number 37), thence South 89 degrees 49 minutes 00 seconds East 250.70 feet along the south right of way of Stellhorn Road (State Road Number 37), thence South 00 degrees 02 minutes 00 seconds West 1288.95 feet, thence South 89 degrees 56 minutes 42 seconds West 1280.10 feet along the south line of the said northwest quarter of the northwest quarter of said Section 29, to the point of beginning, containing 21.068 acres; according to a survey thereof dated March 21, 1972, by Keith E. Moody, registered Land Surveyor.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made

by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. AREA CHARGE

An area connection charge of \$400.00 per acre has been paid by Developer to the City. This area charge is in addition to the local charge as set forth above, and represents the oversizing cost expended by the City for the St. Joe Interceptor Sewers. Local connection charges, as per Instrument 72-01812, have also been satisfied prior to connection.

5. BOND

This contract is subject to Developer or contractor furnishing a satisfactory Performance and Guarantee Bond for the full value of the sewer, which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by it, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for itself, its successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, its successors and assigns by any grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder, shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Sections 48-3963, 3964 and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period ninety (90) days after execution hereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and

year first above written.

DEVELOPER: JEWEL BUILDERS, INC.

BY: Thomas J. Elliott
Thomas J. Elliott, Exec. Vice Pres.

BY: Ellis F. Mayhew
Ellis F. Mayhew, Assistant Secretary

CITY OF FORT WAYNE, INDIANA

BY: Ivan A. Lebamoff
Ivan A. Lebamoff, Mayor

BOARD OF PUBLIC WORKS

BY: Jerry D. Boswell
Jerry D. Boswell, Chairman

BY: Ronald L. Bonar
Ronald L. Bonar, Member

ATTEST:

Edna L. Smith
Clerk

Approved as to form and legality:

Associate City Attorney

BY: William G. Williams, Member

STATE OF OHIO)
)SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said State and County, this 28th day of March, 1973, personally appeared Thomas J. Elliott, Exec. V.P., and Ellis F. Mayhew, Secy. Asst. of Jewel Builders, Inc., known to me to be the same, who acknowledged that they executed the foregoing agreement as their free act and deed and as the free act and deed of Jewel Builders, Inc., by virtue of proper authority vested in them by the Board of Directors of said Corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio the day and year last above written.

Robert E. Albright
NOTARY PUBLIC

ROBERT E. ALBRIGHT, Attorney-At-Law
NOTARY PUBLIC — STATE OF OHIO
My Commission has no expiration date.
Section 147.03 R. C.

STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ivan A. Lebamoff, Mayor, and acknowledged the execution of the foregoing agreement for and on behalf of the City of Fort Wayne, Indiana, and by its authority, and personally appeared the within named Jerry D. Boswell, Chairman, Ronald L. Bonar, Member, William G. Williams, Member, and Edna Smith, Clerk of said Board of Public Works of the City of Fort Wayne, and acknowledged the execution of the foregoing agreement for and on behalf of said Board and by its authority.

Witness my hand and Official Seal this 10th day of April, 1973.

My Commission Expires:

March 6, 1976

A G R E E M E N T

THIS AGREEMENT, made in triplicate form this 10th day of April, 1973, by and between WOODVIEW MANOR ASSOCIATES, an Indiana limited partnership, of 3497 East Livingston Avenue, Columbus, Ohio, 43227, hereinafter referred to as "Owner", and the CITY OF FORT WAYNE, INDIANA, an Indiana municipal corporation, hereinafter referred to as "City",

WITNESSETH:

WHEREAS, City has entered into an Agreement for Sewer Extension with Jewel Builders, Inc., a Delaware corporation authorized to do business in the State of Indiana, hereinafter referred to as "Developer", for the construction by Developer of a sanitary sewer over the following described premises of Owner situated in the County of Allen, State of Indiana and in the Township of St. Joseph, and bounded and described as follows:

Commencing at the southwest corner of the northwest quarter of Section Number 29, Township 31 North, Range 13 East Allen County, Indiana, thence on an assumed bearing of North 00 degrees 00 minutes 00 seconds East 1318.70 feet along the center-line of Hobson Road, to a point on the north line of Sanibel Acres Addition as projected in a westerly direction, said point also being the southwest corner of the northwest quarter of the northwest quarter of said section 29, thence North 89 degrees 56 minutes 42 seconds East 40.0 feet to a point on the east right of way of Hobson Road, said point being the point of beginning, and being on the south line of the said northwest quarter of the northwest quarter of said section 29, said line being also the north line of the said Sanibel Acres Addition, thence North 00 degrees 00 minutes 00 seconds East 501.00 feet along the east right of way of Hobson Road thence North 89 degrees 57 minutes 00 seconds East 883.00 feet, thence North 00 degrees 00 minutes 00 seconds East 533.20 feet thence South 89 degrees 48 minutes 24 seconds East 147.00 feet, thence North 00 degrees 01 minutes 24 seconds East 256.00 feet to a point on the south right of way line of Stellhorn Road (State Road Number 37), thence South 89 degrees 49 minutes 00 seconds East 250.70 feet along the south right of way of Stellhorn Road (State Road Number 37), thence South 00 degrees 02 minutes 00 seconds West 1288.95 feet, thence South 89 degrees 56 minutes 42 seconds West 1280.10 feet along the south line of the said northwest quarter of the northwest quarter of said Section 29, to the point of beginning, containing 21.068 acres; according to a survey thereof dated March 21, 1972, by Keith E. Moody, registered Land Surveyor.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto hereby agree as

follows:

1. AREA OF OWNER

(A) Said sewer, when accepted by the City, will serve the hereinabove described real estate. As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer to the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

2. WAIVER OR RIGHT TO REMONSTRATE AGAINST ANNEXATION

(A) The Owner, for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by it, as hereinabove described, or hereafter served by said sewer or any extension thereof.

(B) In further consideration and to induce City to execute and ratify this contract, said Owner, for itself, its successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate hereinabove described.

(C) Owner further agrees that any deeds, contracts, or other instruments of conveyance made by the Owner, its successors or assigns transferring or conveying any interest or title in and to any of the real estate hereinabove described shall contain the waiver and release provisions set forth in this Article 2, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Owner, its successors and assigns by any grantee, vendee, or contract purchaser and their successors in title.

(D) The Owner further agrees to record an executed copy of this

contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

(E) Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed under the aforesaid Agreement for Sewer Extension shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

3. GOVERNING STATUTE

(A) It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple., Sections 48-3963, 3964 and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

4. COUNCILMANIC APPROVAL

(A) It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period ninety (90) days after execution hereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

OWNER: WOODVIEW MANOR ASSOCIATES

BY: FORT WAYNE WOODVIEW MANOR
CORPORATION, General Partner

By: Donald R. Wick
Donald R. Wick, Vice Pres.

By: Eugene Van Keuren
Eugene Van Keuren, Asst. Secy.

CITY OF FORT WAYNE, INDIANA

By: Ivan A. Lebamoff
Ivan A. Lebamoff, Mayor

BOARD OF PUBLIC WORKS

By: Jerry D. Boswell
Jerry D. Boswell, Chairman

By: Ronald L. Bonar
Ronald L. Bonar, Member

By: William G. Williams, Member

ATTEST:

E. L. Smith
Clerk

Approved as to form and legality:

[Signature]
Associate City Attorney

STATE OF OHIO
COUNTY OF FRANKLIN, ss:

BEFORE ME, the undersigned, a Notary Public in and for said county, personally appeared Donald R. Wick and Eugene Van Keuren, the Vice President and Assistant Secretary, respectively, of Fort Wayne Woodview Manor Corporation, an Illinois corporation authorized to do business in the State of Indiana, the General Partner of Woodview Manor Associates, the Indiana limited partnership which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign said instrument in the name and on behalf of said corporation as such officers and on behalf of said Indiana limited partnership, that the same is their free act and deed as such officers, for and as the act and deed of said corporation, and the free act and deed of said Indiana limited partnership, and that they were duly authorized thereunto by the Board of Directors of said corporation and the partnership agreement of said Indiana limited partnership.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, in said County, State of Ohio, this 28th day of June, 1973.

[Signature]
Notary Public
ROBERT E. ALBRIGHT, Attorney-At-Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration date.
Section 147.03 R. C.

STATE OF INDIANA
COUNTY OF ALLEN, ss:

BEFORE ME, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Ivan A. Lebamoff, Mayor,

and acknowledged the execution of the foregoing agreement for and on behalf of the City of Fort Wayne, Indiana, and by its authority; and personally appeared Jerry D. Boswell, Chairman, Ronald L. Bonar, Member, William G. Williams, Member, and Edna Smith, Clerk of said Board of Public Works of the City of Fort Wayne, and acknowledged the execution of the foregoing agreement for and on behalf of said Board and by its authority.

Witness my hand and Official Seal this 10th day of April, 1973.

Anne J. Fox

My Commission Expires:

March 6, 1976

This Instrument Prepared By
Robert E. Albright
Attorney at Law
42 East Gay Street
Columbus, Ohio 43215

SUSPENSION OF RULES

BILL NO. D-73-04-16

Councilman Stein, moved to suspend the rules on passage of BILL NO. D-73-04-16, at this meeting of April 10, 1973, of the Common Council of the City of Fort Wayne, Indiana. Said motion was seconded by Councilman Hingal, and duly passed by unanimous vote of all legally elected members of the said Common Council.

The above BILL and D-41-73 Special ORDINANCE was accordingly placed on its passage.

DATE: 4-10-73

W. L. Moore Jr.
PRESIDING OFFICER

Charles W. Stutzman
CITY CLERK

| | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT</u> |
|-------------------|-------------|-------------|------------------|---------------|---------------|
| <u>BURNS</u> | <u>4</u> ✓ | <u>0</u> | _____ | _____ | _____ |
| <u>HINGA</u> | ✓ | _____ | _____ | _____ | _____ |
| <u>KRAUS</u> | ✓ | _____ | _____ | _____ | _____ |
| <u>NUCKOLS</u> | ✓ | _____ | _____ | _____ | _____ |
| <u>MOSES</u> | ✓ | _____ | _____ | _____ | _____ |
| <u>D. SCHMIDT</u> | ✓ | _____ | _____ | _____ | _____ |
| <u>V. SCHMIDT</u> | ✓ | _____ | _____ | _____ | _____ |
| <u>STIER</u> | ✓ | _____ | _____ | _____ | _____ |
| <u>TALARICO</u> | ✓ | _____ | _____ | _____ | _____ |

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Special Ordinance No D-41-73

ATTEST:

(SEAL)

DATE: 4/10/73

Charles W. Stutzman
CITY CLERK



3497 EAST LIVINGSTON AVENUE
COLUMBUS, OHIO 43227
(614) 239-9510

April 10, 1973

Common Council
City of Fort Wayne
Fort Wayne, Indiana

Gentlemen:

Jewel Builders, Inc. hereby requests your consideration for a suspension of rules for the early approval of special sewer agreements, between the City of Fort Wayne and Jewel Builders, Inc. and Woodview Manor Associates, for the following reasons:

1. The Board of Works has approved all agreements, plans and specifications for utility construction within the Woodview Manor Apartments project.
2. No City of Fort Wayne funds are involved in or required for the proposed sanitary sewer construction.
3. The lack of approval for sanitary sewer connection has delayed the normal progress of work on sewer construction.
4. Normal administrative workloads within Jewel Builders, its attorneys and City offices has consumed valuable time.
5. The Contractor has delivered materials and equipment to the site in anticipation of an approval previously expected.
6. Sanitary sewer construction should precede the construction of other site improvements to guarantee efficient and economical construction.

We appreciate your consideration of this understandably unusual request. We would be most happy to answer additional questions you may have regarding these agreements and our project.

Very truly yours,

David W. Bennett

DWB:tc

DIGEST SHEET

*D-41-73
D-73-04-16
Public Works*

TITLE OF ORDINANCE Special Ordinance #3018

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Jewell Builders, Inc. as "Developer" and Woodview Manor

Associates as "Owner" are desirous of extending a sanitary sewer line to serve a planned
unit development project in the area of Hobson and Stellhorn Roads.

This Agreement gives approval of treatment of sewage from outside City as well as their
waiver of rights against annexation.

(SEE LETTER ATTACHED)

EFFECT OF PASSAGE Developer may proceed with installation.

EFFECT OF NON-PASSAGE Further delay in construction of project. This company
has had many previous delays.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) No cost to City.

ASSIGNED TO COMMITTEE (NONE)

ORDINANCE CHECK-OFF SHEET

INFORMATION REGARDING ORDINANCE

CONTENTS OF ORDINANCE

| | |
|---|---|
| | BILL NO. <i>D-73-04-16</i> |
| | ORDINANCE NO. <i>D-41-73</i> |
| X | REGULAR SESSION <i>4-10-73</i> |
| | SPECIAL SESSION |
| | APPROVED AS TO FORM AND LEGALITY |
| | BILL WRITTEN BY <i>Bd. of Public Works</i> |
| X | DATE INTRODUCED <i>4-10-73</i> |
| | REFERRED TO SAID STANDING COMMITTEE <i>Public Works</i> |
| | REFERRED TO CITY PLAN <i>J. Stier</i> |
| | LEGAL PUBLIC HEARING |
| | LEGAL PUBLICATION |
| | JOINT HEARING |
| | DEPARTMENT HEARING |
| | HOLD FILE |
| X | PASS <i>4-10-73</i> |
| | DO NOT PASS |
| | WITHDRAWN |
| X | SUSPENSION OF RULES <i>4-10-73</i> |
| | PRIOR APPROVAL |
| | ORDINANCE TAKEN OUT OF OFFICE |
| | OTHER INSTRUCTIONS REGARDING ORDINANCE |
| | CORRECTIONS MADE TO ORDINANCE |
| | PEOPLE SPEAKING FOR ORDINANCE |
| | PEOPLE SPEAKING AGAINST ORDINANCE |

| | |
|---|---|
| X | COMMITTEE SHEET |
| X | VOTE SHEET |
| | PURCHASE ORDERS |
| | BIDS |
| | ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM |
| | LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY |
| | <i>David Buller -</i> COMMUNICATIONS <i>agreements</i> FROM <i>David Buller</i> |
| | ZONING MAPS |
| | ABSTRACTS |
| | TITLES |
| | PRIOR APPROVAL LETTER |

Digital Photo.

COUNCILMAN'S VOTE

| | 9 | AYES | NAYS | ABSENT |
|------------|---|------|------|--------|
| BURNS | X | | | |
| HINGA | ✓ | | | |
| KRAUS | X | | | |
| MOSES | X | | | |
| NUCKOLS | X | | | |
| D. SCHMIDT | X | | | |
| V. SCHMIDT | X | | | |
| STIER | X | | | |
| TALARICO | X | | | |

COMMENTS: